

NON-DISCLOSURE AGREEMENT

This AGREEMENT is effective as of July 24, 1998 by and between PITNEY BOWES, INC., including its subsidiaries, a company having a place of business at World Headquarters, Stamford, Connecticut 06926-0700 (hereinafter "PBI"), and iShip a company having a place of business at 2515 140th Ave. NE, Suite E-110, Bellevue, WA 98005 (hereinafter referred to as iSHIP).

The parties hereto agree as follows:

1. PBI and iSHIP each have as their purpose an interest in exploring a possible business relationship relating to the subject matter of shipping systems and associated software. In order for the parties to explore this relationship it may be necessary for each party to disclose certain of its confidential information to the other party. It is acknowledged that the confidential information exchanged between the parties may encompass both technical and marketing information related to the aforementioned subject matter.

2. Any of the above-stated confidential information (hereinafter "Confidential Information") received or acquired by one party (receiving party) from another party (disclosing party) hereunder:

- (a) Shall be in writing or other tangible form, shall be clearly marked "CONFIDENTIAL" or "PROPRIETARY", and shall include within the writing or other tangible form the name of the disclosing party and the date of the disclosure or, if the Confidential Information is first disclosed orally, it shall be reduced to a writing or other tangible form by the disclosing party, be marked "CONFIDENTIAL" or "PROPRIETARY", include the name of the disclosing party and the date of disclosure and be delivered to the receiving party within thirty (30) days of the first oral disclosure;
- (b) Shall be held in confidence by the receiving party for a period of three (3) years from the date of disclosure and not be disclosed to any third party other than the parties to this Agreement except as set forth in Article 6 below;
- (c) Shall not be used by the receiving party for any purpose other than that stated in Article 1 of this Agreement; and
- (d) Shall be limited to the subject matter described in Article 1 for each party and none of the parties shall have any obligation under this Agreement with respect to any other information disclosed to it by the other parties.

All information not meeting the requirements of this Article 2 shall be considered to be non-confidential. Any rights and remedies of the disclosing party, its officers, employees, and legal representatives, relating to the use or disclosure of such non-confidential information shall be limited exclusively to such rights and remedies as may now or in the future be accorded to the disclosing party under the patent, copyright, and

maskwork laws as may apply. The existence and terms of this Agreement shall be treated as Confidential Information.

3. The obligation of the above Article 2 shall not apply to any information which:

- (a) is already public or becomes available to the public through no breach of this Agreement by the receiving party and the receiving party can demonstrate such knowledge by Laboratory Notebook or comparable documentation; or
- (b) was in the receiving party's or any of its subsidiaries possession prior to receipt from the disclosing party; or
- (c) is lawfully received independently from a third party who is free to disclose such information to the receiving party; or
- (d) is independently developed by or on behalf of the receiving party without resort to the use of any Confidential Information; or
- (e) is required to be disclosed by a governmental agency or a court having proper jurisdiction. If such a requirement is made, the party required to make such a disclosure shall give the other party reasonable notice to enable the other party to try to protect the confidentiality of the information; or

4. All written or other tangible Confidential Information including, without limitation, plans, drawings, operations, specifications, models, or data disclosed in writing (or other tangible form) by the disclosing party to the receiving party in connection with this Agreement shall remain the property of the disclosing party at all times and shall be returned or delivered to the disclosing party upon written request of the disclosing party together with all copies made thereof; provided however, that one copy of the written or other tangible Confidential Information may be kept by the receiving party solely for the purpose of identifying the information which is Confidential Information subject to this Agreement. Such copy shall be securely maintained by the receiving party who shall not allow access to it other than when it is reasonably necessary to identify the Confidential Information in the event of a dispute arising under this Agreement.

5. The parties agree that the Confidential Information referred to in the above Articles 1 and 2 shall be disclosed to only those people within their respective organizations who have a need to know the information except as set forth in Article 6 below.

6. Notwithstanding the above Articles 2(b) and 5, if 1) PBI is the receiving party it may disclose Confidential Information on a need to know basis to consultants; and employees of companies directly or indirectly owned or controlled by PBI. Such disclosures shall be made under confidentiality requirements consistent with the terms and conditions set forth in this agreement.

7. Each party shall have the right to refuse to accept any information under this Agreement, and nothing herein shall obligate any party to disclose to or receive from any other party any particular information.

8. Each party acknowledges that the other party may investigate, speak to and deal with other companies involved in the business of providing materials and /or services relating to the subject matter of Article 1 of this Agreement, including companies that may be competitors of the acknowledging party, and nothing agreed to herein shall prevent each of the parties from such activities, provided that any disclosure of the Confidential Information covered by this Agreement shall be strictly prohibited.

9. Each party acknowledges that it has been informed that the other party is involved in the design, development and/or manufacture of products relating to the respective subject matter identified in Article 1 of this Agreement. Each party agrees that it is not the intent of this Agreement to limit or affect the other party in its design, development and/or manufacture activity in any way whatsoever due to the information exchanged under the terms of this Agreement provided, however, that any Confidential Information supplied by the disclosing party may be used only for the purpose described in Paragraph 1 of this Agreement and may not otherwise be used by the receiving party in its various design, development, and manufacturing activities.

10. This Agreement and all obligations hereunder shall expire five (5) years from its effective date; except the obligations with respect to retained copies set forth in Article 4 and the confidentiality requirements of Article 2(b), which for the avoidance of doubt, shall survive expiration or termination of this Agreement.

11. Disclosure of any information under this Agreement shall not be construed as granting, directly or by implication, any license under any United States or foreign patent, patent application or copyright, or any other intellectual proprietary rights; nor shall this Agreement be construed as creating any agency or partnership relationship between the parties.

12. Each party represents and warrants that it has the right to disclose the information disclosed under the terms of this Agreement for the purpose set forth in Article 1 above. Neither party shall at any time disclose to the other party any information that is confidential or otherwise restricted by reason of any oral, written or implied agreement or other understanding it has with any third party other than the parties to this Agreement.

13. The parties hereto shall not be obligated to compensate each other for the use of any information exchanged under this Agreement for the purpose set forth in Article 1; except as may be otherwise provided in a written agreement between the parties.

14. This Agreement supersedes all prior agreements, understandings, representations and statements, whether oral or written, between the parties relating to the subject matter of this Agreement. The terms of this Agreement may not be changed except by subsequent written agreement duly executed by an officer of each of the parties.

15. None of the parties has an obligation under this Agreement to purchase any service or item from any of the other parties.

16. Any notices given under this Agreement shall be in writing and delivered by the first class mail to the parties as follows unless changed by written notice:

PITNEY BOWES INC.

Russell J. Bruneau
Strategic Sourcing (26-21)
Pitney Bowes
35 Waterview Drive
Shelton, CT 06484

Corporate Patent Counsel
Intellectual Property & Technology Law (50-01)
Pitney Bowes Inc.
World Headquarters
Stamford, CT 06926-0700

iSHIP.COM Inc.

2515 140th Ave N.E.
Suite E-110
Bellevue WA 98005

17. This Agreement shall be interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereby executed this Agreement.

PITNEY BOWES INC.

By: _____

Name: Russell J. Bruneau

Title: MGR, STRATEGIC SOURCING

Date: July 24, 1998

iSHIP

By: Stephen M. Teglovic

Name: Stephen M. Teglovic

Title: CEO/President

Date: July 24, 1998